



RENTAL AGREEMENT
FOR MACHINERY AND EQUIPMENT BETWEEN

TURMSERVICE.DE GMBH, with its registered office in Hanau, registered with the Commercial Register of the Local Court of Hanau under HRB 99343, business address: Edisonstrasse 7, 63477 Maintal, represented by its Managing Director Giedrè Budaha,

- hereinafter referred to as the **Lessor** -

and

Company "Company name"
registered with the Commercial Register under "Commercial register no. of the company", represented by

- hereinafter referred to as the **Lessee** -

The Lessor and the Lessee are hereinafter jointly referred to as the "Parties" and individually as a "Party"; the Parties enter into the following rental agreement for machinery and equipment:

1. GENERAL PROVISIONS

1.1. The Parties enter into this Rental Agreement incorporating the Lessor's General Terms and Conditions. These are attached to the Rental Agreement and/or may be viewed at the following link: "[AGBs](#)". The Lessee's general terms and conditions shall not be accepted.

1.2. In the event of any conflict between this Rental Agreement and the Lessor's General Terms and Conditions, the provisions of this Rental Agreement shall prevail.

2. RENTAL PERIOD AND HANDOVER OF THE RENTAL OBJECT

2.1. The rental period shall commence on the day on which the Rental Object is handed over to the Lessee for use by means of a handover and acceptance protocol signed by the Parties, and shall end on the day of the acceptance and return protocol signed by the Parties or on the day on which the Lessee acquires ownership of the Rental Object.

2.2. Before handing over the Rental Object to the Lessee, the Lessor shall prepare photographic documentation of the machinery and equipment.

2.3. At the time of handover to the Lessee, the Rental Object must be in technically flawless and usable condition.

2.4. BY SIGNING THE HANDOVER PROTOCOL, THE LESSEE WARRANTS THAT IT KNOWS HOW TO WORK SAFELY WITH THE RENTED EQUIPMENT AND THAT IT DOES NOT RENT ANY EQUIPMENT WHICH IT IS NOT ABLE OR PERMITTED TO OPERATE. THE LESSEE IS ENTITLED TO ENGAGE A THIRD PARTY TO WORK WITH THE RENTED EQUIPMENT AT THE LESSEE'S SOLE RISK AND RESPONSIBILITY. THE LESSEE SHALL BE LIABLE FOR ITS SUBCONTRACTOR.

3. RETURN OF THE RENTAL OBJECT

- 3.1. The Lessee must notify the Lessor of the return of the Rental Object at least 2 working days in advance.
- 3.2. The Rental Object shall be returned to the Lessor on the basis of an acceptance and return protocol concluded by the Parties, stating the quantity of the returned Rental Objects, their technical condition, any defects identified, and the date and time of return. The acceptance and return protocol shall be signed by the Lessor or its representative and by the Lessee or its representative appointed in accordance with the provisions of this Agreement.
- 3.3. If the Rental Object is returned to the Lessor through an intermediary (carrier) and the Lessee or a person authorised by the Lessee is not present, the Rental Object must be accepted (counted and inspected) within 2 (two) working days from the date of delivery to the Lessor's warehouse. The Lessor must issue a unilateral acceptance and return protocol recording the quantity and condition of the returned Rental Object. The unilateral acceptance and return protocol shall form part of this Agreement and shall be binding on the Lessee.
- 3.4. The Lessee must return the Rental Object fully assembled, clean and in the same technical condition as at the beginning of the rental period, except for normal wear and tear of the rental item. Upon return of the Rental Object, the Lessee must also return all accessories (instructions for use, operating manuals, etc.). In the event of a breach of this obligation, the Lessor shall be entitled to carry out the necessary cleaning and repair work at the Lessee's expense in accordance with the Lessor's price list.

4. RENT AND PAYMENT PROCEDURE

- 4.1. The Parties hereby agree that the amount of rent for the use of the Rental Object shall be specified in the handover and acceptance protocol in euros for each rental item separately for each day of the Rental Object's rental period. Rent shall be charged only for working days; weekends shall not be counted if the Lessee does not work with the Rental Object on weekends. The regular operating time of the Rental Object (scissor lifts, articulated boom lifts, telehandlers, aerial work platforms, etc.) per working day (Monday to Friday) may not exceed 8 (eight) hours per day. If the operating time exceeds 8 hours per day, an additional 12.5% of the rental price of the respective equipment shall be payable for each additional operating hour. All machines are equipped with transmitters that record operating time.
- 4.2. Rent shall be calculated from the date of commencement of the rental period, as specified in the handover and acceptance protocol, until the date of return of the Rental Object. Invoices shall be issued twice per month, i.e. on the 15th and on the last day of the month. The Lessor shall send invoices to the email address specified by the Lessee. The Parties agree that sending invoices to the email address specified by the Lessee shall be deemed proper delivery of the invoices and shall give rise to the Lessee's obligation to pay the invoices on time. Further details are set out in Annex 1.
- 4.3. The payment term shall be 14 calendar days. Upon expiry of this term, the Lessee shall automatically be in default without any further payment reminder being required.
- 4.4. If the Lessee is in default with payments, the Lessor shall be entitled to demand default interest at a rate of 8 percentage points above the base interest rate.
- 4.5. Before handing over the Rental Object to the Lessee, the Lessor shall have the right to demand from the Lessee an advance payment or another form of security for the performance of the obligation.

5. ASSUMPTION OF RISK AND INSURANCE

- 5.1 The Lessee shall ensure that damage to and/or loss of the Rental Object resulting from acts and/or omissions of the Lessee is covered by the Lessee's business liability insurance. The Lessee shall also insure the Rental Object at replacement value against fire, burglary, water damage and, where applicable, machinery breakdown. The insurance company must have its registered office in Germany. Upon request, the Lessee shall prove the existing insurance cover to the Lessor by presenting an insurance confirmation or the insurance policy. If the Lessee fails to comply with this obligation, or if the Lessor determines that the existing insurance cover does not meet these requirements, the Lessor shall obtain appropriate insurance cover at the Lessee's expense. The Lessee hereby assigns to the Lessor all insurance claims arising from damage to or loss of the Rental Object for which the Lessee is responsible.
- 5.2 Losses arising from burglary, theft or any other loss of the Rental Object at the place of use shall be borne by the Lessee.
- 5.3 If an insured event occurs to or involving the Rental Object, the Lessee shall notify the Lessor without undue delay, stating the time and cause of the event as well as the extent of the damage.
- 5.4 In the event of loss of the Rental Object following a damage event, the Lessee's obligation to pay rent shall end on the day of the damage event. In the event of loss of the Rental Object for which the Lessee is responsible, the Lessee shall pay the Lessor the current value of the Rental Object at the time of loss. In the event of damage

to the Rental Object for which the Lessee is responsible, the Lessee shall bear the repair costs.

6. MAINTENANCE, WEAR-RELATED REPAIRS

6.1. The Lessee is obliged to keep the Rental Object in proper and roadworthy condition in compliance with the operating and maintenance instructions of the manufacturer/supplier. The Lessee is obliged to protect the Rental Object against overloading in every respect.

6.2. The Lessee is obliged to carry out the necessary repairs, including spare parts, to maintain the Rental Object in the condition required under the Agreement.

6.3. The costs of repairs resulting from normal wear and tear shall be borne by the Lessor. The Lessor reserves the right to decide who shall carry out the repairs necessary during the rental period.

7. PROTECTION OF OWNERSHIP

7.1. The Lessee is not entitled, without the Lessor's prior consent, to make changes to the Rental Object, in particular additions or installations, or to remove markings affixed by the Lessor.

7.2. The Lessee may neither grant third parties any rights to the Rental Object (e.g. rental, loan) nor assign any rights under this Rental Agreement.

7.3. If a third party asserts claims to the Rental Object by seizure, attachment or on the basis of a right in rem, the Lessee shall be obliged to notify the Lessor thereof in writing without undue delay.

8. TERM AND TERMINATION

8.1. This Agreement shall enter into force on the date of its signature and shall remain in force until it is terminated by a separate agreement of the contracting Parties.

8.2. Each Party shall have the right to terminate the Agreement at any time by ordinary termination with 30 calendar days' notice.

8.3. Each Party shall have the right to terminate the Rental Agreement or an annex to the Rental Agreement for cause if the other Party breaches the agreed terms and fails to remedy the breach within 2 (two) working days after notification by the respective other Party. The notice of termination shall be sent by email or by registered letter (Einwurf-Einschreiben) (a notice sent by email shall be deemed delivered on the day it is sent; a notice sent by registered letter shall in any event be deemed delivered on the third day after it is sent).

8.4. The Lessor shall have the right to terminate the Agreement or an annex to the Agreement for cause with immediate effect and to repossess the Rental Object from the Lessee if: a) the Lessee becomes insolvent; b) the Lessee is more than 7 (seven) calendar days in arrears with the performance of a payment or obligation; c) the Lessee repeatedly fails to follow the instructions for use of the Rental Object or otherwise breaches its obligations; d) the Lessee uses the Rental Object for purposes for which it is not intended; e) the Lessee has transferred the Rental Object to a third party or has moved the Rental Object to another location and cannot prove that the Rental Object is being used in accordance with the contractual terms; or f) the Lessee has provided false information regarding facts relevant to the proper performance of the Agreement.

8.5. Upon termination of this Agreement, the Lessee shall be obliged to cease using the Rental Object at the time specified by the Lessor, return the Rental Object to the Lessor in accordance with the terms set out in the Agreement, and pay the rent and other costs for the entire period of actual use of the Rental Object.

9. FINAL PROVISIONS, MISCELLANEOUS

9.1. The substantive law of the Federal Republic of Germany shall apply to the performance of this Agreement and to the resolution of disputes or other disagreements arising out of or in connection with this Agreement.

9.2. All information relating to this Agreement, as well as information received by the Parties relating to the conclusion and/or performance of this Agreement, shall be treated as confidential, and the Parties undertake not to disclose such information to other persons unless such information is public information or the Parties are required to disclose such information by law or other legal acts.

9.3. Any amendments and/or supplements to the Agreement must be made in writing. This shall also apply to any waiver of the written form requirement itself. All annexes to this Agreement shall form an integral part of this Agreement and shall have the same legal effect as the Agreement itself.

9.4. Neither Party may set off claims arising from this Rental Agreement against any claims, nor may claims be set off against claims arising from this Rental Agreement. A right of retention may not be exercised in respect of such claims. The right to reduce the rent pursuant to Section 536 of the German Civil Code (BGB) shall remain unaffected.

9.5. Each contracting Party shall notify the other contracting Party in writing of any change to its address or other details without undue delay, but no later than within 3 (three) working days from the date of the change.

9.6. Should individual provisions prove to be invalid, void or unenforceable, the remaining provisions of this Rental Agreement shall remain unaffected. The invalid, void or unenforceable provision shall be replaced by a valid and enforceable provision that best reflects the economic purpose of the invalid, void or unenforceable provision. This shall apply mutatis mutandis to any contractual gaps.

9.7. All notices and documents under this Agreement shall be deemed duly delivered if they are sent to the other Party at the email address and/or registered address specified in the Agreement, or delivered to the other Party (the representative of the Lessor or the Lessee, respectively) against personal signature.

9.8. This Agreement is executed in two counterparts, one for each contracting Party, each of which has the same legal effect.

Maintal, den _____

Lessor

Lessee

	Lessor	Lessee
Company name		
Address		
Commercial register no. of the company		
VAT identification number		
Email address		
Phone		
IBAN		
BIC		
Payment account		
Responsible person		
Customer account		

Annex No. 1 to Clause 4.2

The rental price, payments for additional services of the Lessor (transport, assembly (disassembly), etc.), lost and/or damaged Rental Object and other payments under this Agreement shall be paid by the Lessee by bank transfer to the Lessor's payment account no later than within the payment term. Payment shall be deemed made when the payment amounts have been credited to the bank account specified by the Lessor. An electronically generated invoice shall be valid without a signature. All comments and complaints must be submitted in writing within 3 (three) working days after receipt of the invoice. If the Lessee does not respond within this term, the invoice for the services provided shall be deemed duly accepted.

PLEASE COMPLETE

Correspondence address:

Email address for sending invoices:

Phone number for reconciliation of the debt balance:

List of authorised persons:

First name, surname	Position	Phone	Email address	Authorisation valid until:

The above-mentioned persons are authorised, on behalf of the Lessee, to sign the handover and acceptance protocols, the acceptance and return protocols, the INVOICES for the rental of the Rental Object and all other documents issued by the Lessor in connection with the Rental Agreement for the Rental Object. The list of authorised persons is valid for an indefinite period and shall remain valid until the end of the Agreement or until the list is revoked (amended).